

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-1038-011D		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-07		PAGE 1 OF 58	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Initials & Control #: NAT/5911O 013311				4. SOLICITATION NUMBER N66604-01-R-3311		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2001 MAY 22			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 591 , Simonpietri Drive Newport, RI 02841-1708 Teasdalena@npt.nuwc.navy.mil		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS LABOR SURPLUS AREA CONCERNS COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS OTHER: NAICS CODE 541330 SIZE STANDARD \$20 million					
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND <u>2</u> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 19 JUL 2001 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <u>SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</u>											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Technical/engineering services in support of various NUWCDIVNPT Code 80 submarine torpedo programs											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN <u>150</u> CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY CODE					
13. CONTRACTOR OFFEROR CODE FACILITY CODE						14. PAYMENT WILL BE MADE BY PAS# SCD CODE					
TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES					19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	(SEE PAGE 2)										
23. ACCOUNTING AND APPROPRIATION DATA									24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)		
25. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)				DATE SIGNED		NAME OF CONTRACTING OFFICER				DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX STAMP HERE

TO: Commercial Acquisition Department, Building 11

Naval Undersea Warfare Center Division, Newport

Code 591, Simonpetri Drive

Newport, RI 02841-1708

SOLICITATION NO. N66604-01-R-3311

DATE AND LOCAL TIME 2:00 P.M., 19 JUL 2001

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B18 SUPPLIES/SERVICES AND PRICES - IDIQ

(a) This is an indefinite delivery - indefinite quantity contract with cost plus fixed fee provisions. Individual Delivery Orders (DOs) under this contract will be issued on either a term or completion form basis.

(b) The Contractor shall, in accordance with DOs issued by the ordering officer, perform work assignments within the parameters of the Statement of Work.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each DO issued. For the purpose of establishing the fixed fee for each DO issued under this contract, refer to the clause in this section entitled, Payment of Fixed Fee.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, for the term in Section I, FAR 52.216-22.	1	LO	
	Estimated Cost:			\$ _____ *
	Fixed Fee:			\$ _____ *
	Total CPFF:			\$ _____ *
0002	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Delivery Orders issued hereunder.	1	LO	NSP

* Offeror shall insert amounts.

B33 LEVEL OF EFFORT – IDIQ (OCT 1999)

(a) The level of effort estimated to be ordered during the term of this contract is 392,000 man-hours of direct labor including authorized subcontract labor, if any. The level of effort is expected to occur evenly over the contract term. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

<u>Labor Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
Administrative Assistant III	7,000	0
Analyst I	6,000	0
Analyst, Computer Systems I	10,000	0
Analyst, Operations II	10,000	0
Drafter II	6,000	0
Drafter IV	6,000	0
Engineer I	400	3,600
Engineer, Acoustical II	10,000	0
Engineer, Computer III	3,000	27,000
Engineer, Computer II	1,500	13,500
Engineer, Electrical/Electronic IV	40,000	0
Engineer, Electrical/Electronic II	20,000	0
Engineer, Mechanical II	10,000	0

Engineer, Mechanical III	20,000	0
Engineer, Systems II	20,000	0
Engineer, Systems IV	3,000	27,000
Logistician II	10,000	0
Manager, Program/Project III*	7,000	0
Scientist I	4,000	0
Scientist III	4,000	36,000
Technician, Engineering V	4,000	36,000
Technician, Engineering II	10,000	0
Technician, Engineering IV	3,000	27,000
Word Processor III	7,000	0
Totals	221,900	170,100

* denotes Key Personnel labor categories

(b) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, of the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Delivery Orders.

(1) An estimated level of effort shall be established for each completion form delivery order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the delivery order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.

(2) Within thirty days after completion of the work under each completion form delivery order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the delivery order; and

(ii) In the case of a cost underrun, the amount by which the estimated cost of the delivery order may be reduced to recover excess funds.

(e) Term Form Delivery Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

- (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or
- (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(2) In performing term form delivery orders, the Contractor may use any combination of hours of the labor categories listed in the delivery order.

(3) Within thirty days after completion of the work under each term form delivery order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the delivery order schedule, including the identification of the key employees utilized;
- (ii) The Contractor's estimate of the total allowable cost incurred under the delivery order; and
- (iii) In the case of a cost underrun, the amount by which the estimated cost of the delivery order may be reduced to recover excess funds.

(4) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

- (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or
- (ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the delivery order level of effort with an equitable adjustment for both cost and fee.

B37 OFFERS FOR LESS THAN THE TOTAL LEVEL OF EFFORT

Except as provided in L33 entitled, "Alternate Labor Categories", offers for less than the total quantity for all items specified are not desired and may be determined to be unacceptable.

B52 PAYMENT OF FIXED FEE - IDIQ

(a) The fixed fee specified in Section B of this contract represents the maximum fee that shall be paid under this contract. This fee shall be paid, subject to any adjustment required by other provisions of this contract, in installments at the time of each provisional payment for reimbursement of allowable cost. This clause addresses payment of fixed fee for both term and completion form delivery orders.

(b) A fixed fee shall be established for each delivery order issued under this contract. The fixed fee established shall be in direct ratio to the total contract fixed fee as the level of effort (direct man-hours) established in the delivery order is to the total contract level of effort (direct man-hours). The amount of each installment payment of fixed fee shall be in direct ratio of the total contract fixed fee as the net direct labor hours expended during the period is to the total contract level of effort (direct man-hours).

(c) Completion Orders. The Contractor is entitled to the full amount of fixed fee upon the acceptable completion of the delivery order.

(d) Term Orders. No fee shall be paid under term form orders for hours not performed.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000. Invoices submitted under the contract shall indicate fixed fee withheld.

(f) The terms of this clause and of FAR 52.216-8 apply to the total fixed fee specified in Section B of the contract rather than to the individual orders placed hereunder.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C12 STATEMENT OF WORK - IDIQ

Services shall be performed in accordance with the Statements of Work which are included in the individual delivery orders. These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work, attachment #1.

C16 COST AND PERFORMANCE REPORTING (APR 2001)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of contract award. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

- (i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).
- (ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.
- (iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.
- (iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the contract. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.
- (v) Report all trips and significant results.
- (vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.
- (vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.
- (viii) Report plans for activities during the following reporting period.
- (ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) **Submission and Approval.**

- (i) Submission. Submit report monthly beginning 30 days after contract award.
- (ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:
- (iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code __.
- (iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft).

(2) Scope and Content.

- (i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.
- (ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

- (i) Submit report at least once per month beginning 30 days after contract award. Approval will be indicated by e-mail notification from eCraft.
- (ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 591.

(c) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C21 PERSONNEL QUALIFICATIONS

(a) Qualifications. The Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category in Attachment #2, Personnel Qualifications Sheets. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the Statement of Work. In addition, Key Personnel are subject to the terms of the clause entitled, Key Personnel.

(b) Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(c) Job Functions. The functions to be performed by personnel, both Key and Non-Key shall reasonably correspond to the title of the Labor Category. For example, design of electrical components may not be performed by an individual listed in the Typist labor category, nor may typist functions be performed by an individual listed in the Electrical Engineer labor category.

C23 FACILITIES

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254.

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25 ACCESS TO GOVERNMENT SITE (APR 1999)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at (401) 832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/environp.htm>.

(d) The contractor shall ensure that each contractor employee completes ISO 14001 Awareness training within 30 days of commencing performance at any NUWCDIVNPT site. This training is available at <http://c55.npt.nuwc.navy.mil/551/>

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

SECTION D PACKAGING AND MARKING

D10 MARKING OF REPORTS

Some of the data deliverables under this contract may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor Name and Business Address
Contract Number (and delivery order number when applicable)
Contract (delivery order, if applicable) dollar amount
Whether the contract was competitively or non-competitively awarded
Sponsor (name, activity, office code, and location). Delivery orders, if applicable, will identify the sponsor.

D11 PRESERVATION, PACKAGING, PACKING AND MARKING (DEC 2000)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*
DELIVERY ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*
REQUISITION NUMBER: *(from DD Form 1447, except for delivery orders use DD Form 1155 Block 4)*
MARK FOR: _____
Name Code Telephone No.

D20 DELIVERY OF DATA

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Delivery Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)

E14 INSPECTION AND ACCEPTANCE OF SERVICES

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport
Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708

F20 PERFORMANCE PERIOD (AUG 2000)

(a) For planning and proposal purposes this contract will become effective on 02 JAN 2002. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual delivery orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F23 DELIVERY OF DATA - IDIQ

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each delivery order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Delivery Orders shall control. Any change in the delivery of data must be made by a formal modification to the delivery order.

F30 PLACE OF PERFORMANCE

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual delivery orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations:

Washington, DC; Keyport, WA; West Palm Beach, FL; Andros Island, Bahamas (AUTEC); Hawaii; Yorktown, VA; San Diego, CA; and, New London, CT.

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

(d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

F47-023 TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (NOV 1995)

(a) Definitions.

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by the DoD, or owned by the armed services, at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, together with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of the contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

SECTION G CONTRACT ADMINISTRATION DATA

G1 SUBMISSION OF INVOICES -- ECRAFT (APR 2001)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor [C7] at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. In addition, an information copy shall be submitted to eCRAFT.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report", is not required.
- (f) A Certificate of Performance is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the delivery order which they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: Mr. Joseph E. Masterson

Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 591
Simonpietri Drive
Newport, RI 02841-1708

Telephone: Commercial: (401) 832- 1585 ; DSN: 920-1585

Email: MastersonJE@NPT.NUWC.NAVY.MIL

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS**. The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS**. The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G12 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
Address: _____

Fax: _____
Telephone: _____

* Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: * _____
Title: _____
Address: _____
Telephone: _____

* Offeror shall fill in the above information.

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

* _____

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENTS (AUG 1999)

The Contractor is to be paid in ascending order (with the oldest funds first).

G17 COR APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

COR: Name: * _____ Code: * _____

Mailing Address: Naval Undersea Warfare Center Division, Newport
1176 Howell Street
Building: _ Room: _
Newport, RI 02841-1708

Telephone: Commercial: (401) 832-__; DSN: 920-__

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

ALT.COR: Name: * _____ Code: * _____

Telephone: Commercial: (401) 832-__; DSN: 920-__

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

* To be completed at time of award

SECTION H SPECIAL CONTRACT REQUIREMENTS

H14 ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this contract requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this contract, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the contract.

H21 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H23 YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

H28 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$50,000 worth of orders. The contract maximum quantity is the total number of hours of effort specified in Section B. For the purpose of calculating the expenditure of hours in relation to the maximum quantity, the total hours expended shall be the sum of (1) the total number of hours ordered under all term form orders and (2) the total number of hours of estimated level of effort established under all completion form orders.

H29 ORDERING (MAR 2001)

(a) Ordering. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of orders on a DD Form 1155 by an Ordering Officer of the Naval Undersea Warfare Center Division, Newport. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.

(b) Information. Each order should include the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the work to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Identification as either a term form or completion form order
- (6) For term form orders for services, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (7) For completion form orders for services, the estimated level of effort
- (8) DD Form 1423, Contract Data Requirements List, if applicable
- (9) Exact place of pickup or delivery
- (10) The inspecting and accepting codes (as applicable)
- (11) For CPFF Contracts, the Estimated Cost, the Fixed Fee and the Cost Plus Fixed Fee (CPFF) amount or the Ceiling Price, as applicable
- (12) List of Government Furnished Property and the estimated value thereof, if applicable.
- (13) DD Form 254, Contract Security Classification Specification, if applicable

(c) Term or Completion Form Orders. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. Fixed Fee for each order shall be established in an amount which is in the same ratio to the total fixed fee as the number of hours estimated to be expended is to the maximum contract hours. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

(d) Oral Orders. Oral orders (or modifications to orders) may be placed only as follows. The information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written order on DD Form 1155 within five working days. Unilateral orders cannot be issued orally.

(e) Unilateral Orders. Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.

(f) Cautionary Note. Nothing stated in an order, a quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

H40 KEY PERSONNEL REQUIREMENTS

(a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this contract. These are defined as "Key Personnel" and are those persons whose Personnel Data Forms (PDFs) were submitted for proposal evaluation purposes.

(b) The Contractor agrees that such Key Personnel shall not be removed from the contract effort, replaced, or added to the contract without a compelling reason (e.g. death of present key personnel, personnel leaving company employ, unavailability due to excessive, or unanticipated demand made by the Government on this contract), and without compliance with paragraphs (c) and (d) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.

(c) If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel of at least substantially equal ability and qualifications as the individuals currently approved for that labor category. Compliance with the clause entitled, Personnel Qualifications is not, in and of itself, sufficient.

(d) Requests for approval of changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. Requests shall be submitted when the need is identified, and not when submitting a quote for an individual delivery order. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the approval or disapproval of the request. The request shall also contain, for each individual:

- (1) The current actual hourly rate, with appropriate burden indicated separately;
- (2) A completed PDF in the same detail as the original proposal; and
- (3) Any other information requested by the Contracting Officer in order to reach a decision.

(e) If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently disapproved by the Contracting Officer.

H51 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

(a) Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.

(b) Consent. Consent to subcontract shall be obtained from the Administrative Contracting Officer (ACO) in accordance with the applicable Subcontracts clause incorporated herein.

(c) Approval. The Procuring Contracting Officer's (PCO) approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for PCO approval.

(1) Direct services subcontracts subject to consent requirements. The contractor shall obtain approval by forwarding a request for consent to subcontract to the ACO, via the PCO. The request shall include two copies of the proposed subcontract and a cover letter. The PCO shall review the request for adherence to the contractor's proposal submitted in response to the solicitation that resulted in the basic contract, comment on the source selection and pricing aspects as appropriate, and forward the request to the ACO for final action. The PCO will provide the contractor a copy of the forwarding letter.

(2) Direct services subcontracts not subject to consent requirements. The contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the PCO.

(3) PCO approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

<u>* Subcontractors</u>	<u>Manhours</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

* Offerors shall fill in data conforming to their technical and cost proposals.

(4) The contractor shall obtain PCO approval in writing for all additional firms prior to their performance of any direct services under the contract. The contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

H61 GOVERNMENT FURNISHED PROPERTY (GFP)

(a) The Government shall furnish to the Contractor for use in connection with this contract, Government property as follows:

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities made available for contractor's use as identified in Attachment 6, entitled, Government Property Made Available. The property identified in the attachment shall be made available, free of expense to the Contractor in the quantities and at the times specified in the aforementioned attachment at the following location: NUWCDIVNPT, Newport RI.

(2) Government Furnished Information (GFI) as identified in the Statement of Work and specifications, as well as Attachment 6. Unless specified otherwise, GFI will be furnished within 30 days after applicable task order placement.

(b) Only the identified items, in the quantity shown, will be furnished by the Government. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

(d) The Government may make available additional GFP for use on individual delivery orders.

H71 CONTROL OF TECHNICAL DATA

(a) The Contractor shall distribute data items according to the distribution shown on the CDRL, Exhibit A. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Delivery Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to the following documents or appropriate superseding documents:

- (1) OPNAV INSTRUCTION 5510.1H
- (2) NUWCDIVNPT INSTRUCTION 5570.1E
- (3) NUWCDIVNPT INSTRUCTION 5600.1A

H81 TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83 SERVICE CONTRACT ACT WAGE DETERMINATION

The applicable Service Contract Act Wage Determination(s) by the Secretary of Labor is set forth in Attachment #7.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)

52.202-1	DEFINITIONS	(OCT 1995)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER	(DEC 1991)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	(DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	(OCT 1997)
252.215-7000	PRICING ADJUSTMENTS	(DEC 1991)
52.216-7	ALLOWABLE COST AND PAYMENT (MAR 2000)	(MAR 2000)
52.216-8	FIXED FEE	(MAR 1997)
52.216-18	ORDERING	(OCT 1995)
	para.(a) fill-ins: from <u>date of contract award</u> through <u>fifty-eight months thereafter.</u>	
52.216-19	ORDER LIMITATIONS	(OCT 1995)
	para.(a) fill-in: less than <u>\$10,000</u> ,	
	para.(b)(1) fill-in: in excess of <u>\$1 million</u> ;	
	para.(b)(2) fill-in: in excess of <u>\$1 million</u> ;	
	para.(b)(3) fill-in: within <u>thirty (30) days</u> ...	
	para.(d) fill-in: within <u>five (5) calendar</u> days...	

52.216-22	INDEFINITE QUANTITY para.(d) fill-in: after <u>sixty (60) months after contract award.</u>	(OCT 1995)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN - ALT II (OCT 2000)	(OCT 2000)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	(JAN 1999)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(APR 1996)
252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	(JUN 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS para.(a) fill-in: <u>\$0.00</u>	(JUL 1990)
52.222-3	CONVICT LABOR	(AUG 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-29	NOTIFICATION OF VISA DENIAL	(FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	(APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	(JAN 1999)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	(MAY 1989)
52.222-49	SERVICE CONTRACT ACT--PLACE OF PERFORMANCE para.(a) fill-in: <u>Rhode Island</u> . fill-in: by <u>29 MAY 2001</u> .	(MAY 1989)
252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL para.(a) fill-in: state of <u>Hawaii</u> ,	(DEC 1991)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(APR 1998)
52.223-6	DRUG-FREE WORKPLACE	(JAN 1997)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(OCT 2000)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	(APR 1993)
52.225-8	DUTY-FREE ENTRY	(FEB 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JUL 2000)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	(MAR 1998)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	(DEC 1991)
252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	(MAR 1998)
252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	(AUG 2000)
252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS	(AUG 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(AUG 2000)
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(JUN 2000)
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	(MAR 1998)
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	(DEC 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(JUN 1992)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	(JUN 2000)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)

52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	(JUN 1997)
52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR - (LONG FORM)	(JAN 1997)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(JUN 1995)
252.227-7015	TECHNICAL DATA -- COMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE.	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7032	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)	(JUN 1975)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(NOV 1999)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-20	LIMITATION OF COST	(APR 1984)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(JUN 1997)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
52.233-1	DISPUTES	(DEC 1998)
52.233-3	PROTEST AFTER AWARD - ALT I (JUN 1985)	(AUG 1996)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER	(MAY 1995)
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	(SEP 1999)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	(APR 1984)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	(AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(OCT 1995)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
52.242-12	REPORT OF SHIPMENT (REPSHIP)	(JUL 1995)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	(DEC 2000)
52.243-2	CHANGES - COST REIMBURSEMENT - ALT II (APR 1984)	(AUG 1987)
252.243-7000	ENGINEERING CHANGE PROPOSALS – ALT I (MAY 1994)	(SEP 1999)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(APR 1998)

252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (DEV)	(JAN 1986)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
52.246-24	LIMITATION OF LIABILITY - HIGH VALUE ITEMS - ALT I (APR 1984)	(FEB 1997)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	(APR 1984)
	para.(a) fill-in: Naval Undersea Warfare Center, Division Newport	
	para.(b) fill-in: Naval Undersea Warfare Center, Division Newport	
	para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	(JAN 1997)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	(JUN 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	(MAY 1994)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES	(APR 1984)
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	(MAY 1995)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I22-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits**</u>
*	*
_____	_____
_____	_____

* The information required by this clause is set forth on the Standard Form 98a Notice of Intention to Make a Service Contract and Response to Contract, Attachment No. 13. In addition, the form supplies a cross-reference from the Department of Labor Wage Determination labor categories to the applicable service employee labor categories required by this contract and specified elsewhere in the Schedule.

** Fringe benefits for full-time employees: Thirteen (13) days paid leave per year up to three (3) years of service; twenty (20) days paid leave per year between three (3) and fifteen (15) years of service; and twenty-six (26) days paid leave after fifteen (15) years of service. Thirteen (13) days of paid sick leave per year. Ten (10) paid holidays per year.

I45-9 USE AND CHARGES (FAR 52.245-9) (APR 1984) (DEVIATION)

(a) Definitions. As used in this clause - -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a noninterference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for 1 year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than 1 hour with portions of hours rounded to the next higher hour - -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per month}) (\text{Acquisition Cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J11 LIST OF ATTACHMENTS – IDIQ (DEC 1999)

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	Sample DID Listing	1
<u>ATTACHMENT</u>		
1	Statement of Work	3
2	Personnel Qualifications Sheet	24
3	DD Form 254, Contract Security Specification	2
4	Contract Administration Master Plan (CAMP)	2
5	Certificate of Performance	2
6	Government Property Made Available	3
7	Applicable Wage Determinations: 94-2467 (Rev. 18)- Rhode Island	8
8	Personnel Data Form	1
9	Intentionally not used	--
10	Cost Summary Sheet	1
11	Subcontracting Plan (To be attached at award)	--
12	Comments in the Interest of Competition	1
13	SF98A, Notice of Intention to Make a Service Contract and Response to Notice	1

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	(MAR 1998)
252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	(FEB 2000)

K16 PRE-AWARD SYSTEMS APPROVAL DATA

(a) Offerors shall provide data (dates and approving activity etc.) as follows: Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Submitted _____ Approved _____ By _____

Limitations _____

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Submitted _____ Approved _____ By _____

Latest Revision of CASB

Submitted _____ Approved _____ By _____

Potential Non-Compliances (As notified by ACO)

(3) Purchasing System (See FAR 44.302)

Submitted _____ Approved _____ By _____

(4) Forward Pricing Rate Agreement (If Applicable)

Submitted _____ Approved _____ By _____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Submitted _____ Approved _____ By _____

(b) Offerors are requested to identify below the cognizant Activities (offices) and provide names and telephone numbers for points of contact at the Defense Contract Audit Agency and the Administrative Contracting Officer (if known).

ACO _____

DCAA _____

(c) Provide the above data for each subcontractor over \$100,000.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____ .

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐, has not ☐, within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws --

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

**K09-002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
(DFARS 252.209-7002) (SEP 1994)**

(a) Definitions. As used in this provision--

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a
Foreign Government

Description of Interest, Ownership Percentage,
and Identification of Foreign Government

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

K19-1A SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2000) – ALT I (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _ (insert NAICS code).

(2) The small business size standard is _ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)
(OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Check each block that is applicable.)-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K25-000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(DFARS 252.225-7000) (SEP 1999)

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.

Country of Origin

**K25-003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (DFARS 252.225-7003)
(MAR 1998)**

(a) Does the offeror propose to furnish--

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry -- Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry -- Eligible End Products clause of this solicitation?

Yes ☐ No ☐

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ☐ No ☐

(2) Has the duty on such foreign supplies been paid?

Yes ☐ No ☐

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

**K27-017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
(DFARS 252.227-7017) (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in

- computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- **** Corporation, individual, or other person, as appropriate.
- ***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u> X </u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

(a) The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters.

(b) The Contract Negotiator for this contract is:

Name: Ms. Nancy A. Teasdale
Address: Commercial Acquisition Dept., Building 11
Naval Undersea Warfare Center Division, Newport
Code 591
Simonpietri Drive
Newport, RI 02841-1708
Telephone: (401) 832-1898
Fax: (401) 832-4820

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

- (a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.
- (b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.
- (c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.

(b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L22 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

(a) Pursuant to FAR Subpart 9.5, the Contracting Officer has included one or more clauses on organizational conflicts of interest within Section H of this solicitation, to become part of any resultant contract.

(b) The successful contractor will be subject to the restrictions in such clause(s) for the period specified therein.

(c) The specific language of the clauses and the applicability of FAR Subpart 9.5 to this procurement is subject to negotiation prior to submission of best and final offers. Any offeror taking exception to the terms of the clause(s), shall submit proposed revised clause(s) and shall demonstrate in its proposal how the revised clause(s) will protect the Government's interest. State clearly whether the offer is conditioned upon Government approval of the revised clause(s).

L33 ALTERNATE LABOR CATEGORIES

(a) If an offeror's cost accounting system provides for direct charging of functions which would not be performed by the Labor Categories established in Section B (e.g., contract administration), the offeror may propose Additional (Non-Key) Labor Categories (ALC). The hours proposed for any ALC shall be in addition to the hours set forth by the Government and shall be sufficient to perform the contract. The proposed ALC hours should be supported by data regarding the present ratio of ALC labor to other direct labor hours. For Time and Material proposals, offerors shall propose minimum personnel qualifications for the Labor Category.

(b) If an offeror's cost accounting system provides for indirect charging of functions which would be performed by Non-Key Labor Categories listed in Section B (e.g. typing), the offeror may propose deletion of the Labor Categories and their associated hours. Key Labor Categories cannot be deleted.

(c) Offers proposing alteration of the established schedule shall annotate Section B with "Refer to attached Alternative Labor Schedule." and provide such schedule with their proposals. The attached schedule shall be a binding offer.

(d) The latitude expressed herein is for the sole purpose of equitably adapting to various means of cost accounting of functions and does not extend to other alterations in Labor Schedule such as skill mixes, qualifications, Line Item structure, term, or divisions regarding overtime, on/off-site rates, subcontracts or other matters.

(e) All proposed alterations in the Labor Schedule must be consistent with the offeror's Cost Accounting System (and Disclosure Statement if applicable). All proposed alterations are subject to negotiations, and may be rejected by the Government. For purposes of Cost Realism Analysis, the Government may increase the proposed hours at its sole discretion to an amount deemed reasonable to support performance. Proposal of an Alternate Labor Schedule compliant with the above shall not be used as the sole basis for rejection of any offer.

L36 SUBMISSION OF PROPOSALS - GENERAL REQUIREMENTS (MAR 1999)

(a) Submit proposals to the address indicated in block 7 of the SF1447.

(b) This provision specifies the format that offerors shall use to prepare their proposals in response to this Request For Proposal (RFP). The intent is not to place restrictions on the content of proposals, but rather to ensure a certain degree of uniformity in responses to facilitate proposal evaluation.

(c) Partition. Offerors are required to submit their proposals in two separate parts as follows:

Volume I - Technical Proposal - Include all data and information required for evaluation, and exclude any reference to the pricing aspects of the offer, as noted in the provision entitled "Technical Proposal" in this Section.

Volume II - Cost/Price Proposal - Include the completed solicitation documents and other information as noted in the provision entitled "Cost Proposal" in this Section.

Important Note: Offerors must respond to all requirements of the solicitation document. ***Offerors are cautioned not to alter, disassemble, or punch holes in the solicitation document except for removal of attached forms required to be completed and included in the proposal. Offerors shall not include CLASSIFIED material in the volumes.***

(d) Format and Markings.

(1) The proposal volumes, **excluding the solicitation document**, shall be in standard three-ring loose-leaf binders which can be easily opened and closed. Proposal binders must show:

- Title of proposal
- Proposal Category (Technical or Cost)
- Volume number
- Security classification
- RFP number
- Name and address of the offeror
- Serial number/copy number

(2) The first page of the proposal must show:

- The solicitation number;
- The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- Identification of copies bearing original authorizing signatures

(3) Provide a Table of Contents in sufficient detail to facilitate the location of important elements. The use of tabs and dividers is encouraged.

(4) The text of the proposal shall be formatted on 8½ by 11 inch paper with printing on one side only. Pages shall be consecutively numbered. Type size on all except foldout pages shall be no smaller than 10 point "Times" font or equivalent character size, uncompressed and unreduced. Foldout pages up to size 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror. The text on all other pages will be single spaced with minimum margins (top, bottom, left and right) of 1 inch.

(e) Page Limits and Copies.

<u>IDENTIFICATION</u>	<u>MAXIMUM NO. OF PAGES</u>	<u>COPIES REQUIRED</u>
Volume I Technical	10	5
	(not including: Personnel Qualification Sheets, Personnel Data Forms or the Past Performance Attachment, if any)	
Volume II Cost	No Limit	2

(f) The proposal shall contain all the pertinent information in sufficient detail to permit evaluation of the proposal. This shall include cross-referencing for traceability.

(g) Data submitted directly to the Government by subcontractors in support of the prime offeror's cost proposal shall follow the above format. In addition, the first page of a subcontractor proposal shall prominently identify the prime offeror.

L37 TECHNICAL PROPOSAL - SERVICES (MAR 1999)

(a) Organization. In the Technical Proposal provide information and documentation in sufficient detail to clearly identify your overall qualifications. Divide the proposal into the following sections, in the order listed.

- Personnel
- Past Performance
- Facilities

(b) Personnel.

(1) Demonstrate that the offeror is capable of performing all aspects of the Statement of Work by providing a matrix that correlates personnel assignment to each task of the Statement of Work. Show that your team possesses education and skills well suited to perform the Statement of Work.

(2) Minimum Requirements.

(i) The offeror shall provide at least the number of personnel specified below in each of the categories listed. The sum of hours must equal the hours shown in Section B for each category.

KEY PERSONNEL

<u>Labor Category</u>	<u>Number</u>	<u>Security Clearance Level Required</u>
<u>Manager, Program/Project III</u>	<u>1</u>	<u>SECRET</u>

NON-KEY PERSONNEL

<u>Labor Category</u>	<u>Number</u>	<u>Security Clearance Level Required</u>
<u>Administrative Assistant</u>	<u>1</u>	<u>SECRET</u>
<u>Analyst I</u>	<u>1</u>	<u>SECRET</u>
<u>Analyst, Computer Systems I</u>	<u>1</u>	<u>SECRET</u>
<u>Analyst, Operations II</u>	<u>1</u>	<u>SECRET</u>
<u>Drafter II</u>	<u>1</u>	<u>SECRET</u>
<u>Drafter IV</u>	<u>1</u>	<u>SECRET</u>
<u>Engineer I</u>	<u>1</u>	<u>SECRET</u>
<u>Engineer, Acoustical II</u>	<u>1</u>	<u>SECRET</u>
<u>Engineer, Computer III</u>	<u>3</u>	<u>SECRET</u>
<u>Engineer, Computer II</u>	<u>2</u>	<u>SECRET</u>
<u>Engineer, Electrical/Electronic IV</u>	<u>4</u>	<u>SECRET</u>
<u>Engineer, Electrical/Electronic II</u>	<u>2</u>	<u>SECRET</u>
<u>Engineer, Mechanical II</u>	<u>1</u>	<u>SECRET</u>

<u>Engineer, Mechanical III</u>	<u>2</u>	<u>SECRET</u>
<u>Engineer, Systems II</u>	<u>2</u>	<u>SECRET</u>
<u>Engineer, Systems IV</u>	<u>3</u>	<u>SECRET</u>
<u>Logistician II</u>	<u>1</u>	<u>SECRET</u>
<u>Scientist I</u>	<u>1</u>	<u>SECRET</u>
<u>Scientist III</u>	<u>4</u>	<u>TOP SECRET*</u>
<u>Technician, Engineering V</u>	<u>4</u>	<u>SECRET</u>
<u>Technician, Engineering II</u>	<u>1</u>	<u>SECRET</u>
<u>Technician, Engineering IV</u>	<u>3</u>	<u>SECRET</u>
<u>Word Processor III</u>	<u>1</u>	<u>SECRET</u>

* Of the 4 minimum people, 1 must have a Top Secret clearance. The remainder are only required to have a Secret clearance.

(ii) Identify all non-Service Contract Act personnel proposed (see appropriate PQS for notation). All personnel proposed must meet the educational and experience qualifications specified on the Personnel Qualifications Sheet for the labor category in which they are assigned. Qualifications based on presumptions of future education or experience will be rated Unacceptable.

Note: Substitution of Key Personnel is subject to the "Key Personnel Requirements" clause in Section H.

(iii) Provide a certification signed by a responsible officer of the corporation that all Non-Key personnel that will be used during contract performance will meet the requirements shown on the Personnel Qualifications Sheets. Non-Key personnel qualifications need not be documented in the proposal, but data may be required during negotiations or performance if Non-Key personnel qualifications are questioned.

(iv) Identify all proposed personnel who are not currently employees of the offeror or proposed subcontractor, or individuals who are proposed to permanently relocate in support of the project. Provide a statement signed by that person indicating willingness to be hired or relocated if the contract is awarded to the offeror, and specifying compensation.

(v) All personnel must have appropriate security clearances (as specified on DD Form 254, if attached).

(3) Personnel Qualifications Sheet (PQS). Remove the PQSs (Attachment #2) from the solicitation and complete each form. For all Non-SCA categories, list all personnel (whether Key or Non-Key) proposed for assignment. Identify the number of hours each will work and the corporate entity they represent. Include the completed PQSs in this section of the proposal.

(4) Personnel Data Form (PDF). Remove the PDF (Attachment #8) from the solicitation and supply the required information as explained below for each individual proposed as Key Personnel. Facsimiles and continuation sheets are permitted, and should follow the general format of the PDF. Place the PDFs behind the appropriate PQS in the proposal. Offerors should note that the Government will also consider the relative merits of non-key personnel, if their qualifications are disclosed in the proposal. Offerors are encouraged to present such information using PDFs for non-key personnel that possess qualifications in excess of the minimum required or are essential to demonstrating the team's capability.

(i) Under "experience element", identify those areas of experience considered pertinent to the work required under the proposed acquisition.

(ii) Under "time period", indicate the period of time during which experience for the respective experience category was gained. Time periods may be concurrent for several elements.

(iii) Under "occasion", indicate job title, employer (contractor name or Government activity) and the capacity in which the person worked to obtain the experience in that element.

(iv) Under "narrative", briefly describe or amplify total experience or other pertinent qualifications which specifically relate to this procurement. Also, identify the employees' depth of knowledge gained as a result of work experience; (i.e., a primary or collateral requirement of the job). Also indicate whether the employee is currently functioning as a key person under other contracts and describe their involvement under those contracts.

(5) Personnel Management.

(i) Identify the Senior Technical Representative (STR) designated to manage tasks. Include a Personnel Data Form (PDF) for the STR (if the STR's PDF is included elsewhere in the proposal, identify its location, do not resubmit). Address the STR's authority, ability to independently commit company resources to performance under the contract, and the STR's line of communication to senior company management. Describe the STR's previous experience managing similar efforts. (Note: The contract does not require the STR to be a Key or Non-Key Person, directly charging to the contract.)

(ii) If the offeror proposes to perform any part of the required level of effort by employees working in excess of forty hours per week, regardless of compensation arrangement, provide the following information:

(A) Identify all hours in excess of forty hours per week by labor category whether at the prime or subcontract level.

(B) Provide a copy of the corporate policy addressing work in excess of 40 hours. Include an assessment of its impact on work effectiveness and specify the extent to which employees are required or encouraged to perform work in an excess of 40 hours.

(C) Identify the number of hours that will be performed without supervision and/or support personnel and an assessment of the productivity of such effort.

(D) Provide a schedule of times when employees will work hours in excess of 40 per week, such as 4:30 to 5:30 P.M. Mondays through Thursdays or 8:00 A.M. to 12:00 P.M. on Saturdays for a total of 44 hours per week.

(iii) Identify any proposed relocation of personnel. If you propose to use personnel at facilities outside the local commuting area (see Clause F30), demonstrate that they can be used effectively and efficiently,

(c) Past Performance. Provide the following information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with an individual value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the number of actions in the last 2 years exceeds 10, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
- Date of Award
- Name of contracting activity or commercial firm
- Contract number
- Contract type
- Total contract value
- Brief narrative (less than 10 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
- Procuring Contracting Officer's* name and telephone number
- Administrative Contracting Officer's* name and telephone number (if different)
- Program manager* or COR's name and telephone number

*Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(4) *This paragraph applies only if the first two digits of the SIC Code of this solicitation are 22-31, 34, 36-39, 41, 42, 44, 46-49, 70, 73, 75, 76, 80, 82, 87, or 89. Also, it does not apply if the solicitation is conducted under the 8(a) program, or is a set aside for a small business concerns.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(d) Facilities. In this section demonstrate that satisfactory facilities are available to perform the contract.

(1) Provide data regarding facilities for the prime contractor and any subcontractors (including "consultants") that will be used under this contract. Address location, size of facility (square footage), office space, security considerations, and equipment.

(2) Provide data regarding the following, required, classified computer facilities (with processing to the SECRET level):

- a. development tools for mechanical and electrical software design
- b. documentation capability for software and hardware developed by the contractor
- c. software integration and torpedo integration facilities- for integrating hardware and software for the MK48, MK50, and MK54 (all current and previous Mods)
- d. development facilities for prototype design and fabrication

(3) Demonstrate that adequate liaison office facilities are located within daily commuting distance by surface transportation. This is necessary because work under this contract is expected to require the frequent use of NUWCDIVNPT assets, including computers, technical documents, and laboratory equipment. It will also require frequent discussions on technical matters with the COR, and the initiation of work on short notice. The availability of these assets and of the COR cannot be precisely scheduled.

(4) If the offeror, or any subcontractor, does not currently have tenancy of any of the facilities proposed, demonstrate that an agreement to lease or purchase the facilities has been signed. Describe fully any arrangement in which personnel are to use facilities not owned or leased by their employer.

L40 COST PROPOSAL (JAN 2001)

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #10. The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note: In determining a cost realism position for each offeror the Government will use any and all available information.

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

- (1) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for key personnel (unless the offeror invoices category averages) and category average rates for non-key personnel.
- (2) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(c) Indirect Costs.

(1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.

(2) Section B provides a breakout of man-hours by labor category anticipated to be spent at Contractor and Government Sites. Section H identifies office space (if any) at NUWCDIVNPT intended for use by contractor personnel on a long term basis. Offerors which have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material.

(1) Offerors will use the following estimates (plus applicable indirect costs) for material and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.

(2) Offerors shall include a Material estimate of \$ 2,150,000, that includes those items of purchased material which are incorporated into a deliverable product, parts for test equipment and support equipment. Offerors shall provide with their cost proposal a complete listing of all items charged direct other than labor. Each offeror shall provide an estimate of the costs applicable to this procurement for each of the items charged direct and a rationale for each. Any category of direct charge which is listed but for which no costs are estimated must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not estimating a cost.

(3) Offerors shall include a Travel estimate of \$410,000 , that includes travel and subsistence for work at alternative work sites as designated in individual orders under the contract and for allowable local travel per the JTR.

(4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.

(5) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.

(6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

L46 ELECTRONIC SUBMISSION OF COST DATA (MAR 2000)

(a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is available in Microsoft EXCEL 97, for MS-DOS based computers. The spreadsheet is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/contract/contacts/analyst.htm>. In addition, copies will be furnished upon request. Requests should be addressed to Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708. Requests may be FAXed to (401) 832-4820.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark diskettes with contractor name and RFP number. Diskettes should be free of viruses and data unrelated to the proposal. Diskettes will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant which represents their system.

(d) The Government will limit data access with strict adherence to FAR Part 15.2.

(e) The Government will compare the data on disk with the data in the proposal; differences will be noted in negotiations. Data submitted by the offeror on paper shall take precedence over data on diskette.

L48 NOTICE OF EEO COMPLIANCE EVALUATION

If this solicitation results in an award valued at \$10,000,000 or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10,000,000 or more shall be subject to an equal employment opportunity compliance evaluation prior to contract award unless OFCCP has conducted an evaluation and found the offeror to be in compliance within the preceding 24 months.

L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a

senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the

extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity type contract with cost plus fixed fee provisions resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from any warranted Contracting Officer in NUWCDIVNPT Code 59 .

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M35 EVALUATION FOR AWARD - BEST VALUE (MAR 1999)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on each of the following factors:

Personnel

Past Performance

Facilities

Cost

(b) Personnel and Past Performance are equal in importance, and each is four and one-half times as important as Facilities. When combined, Personnel, Past Performance, and Facilities are significantly more important than Cost. Although Cost is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Personnel. The Government will evaluate the proposed personnel team to determine how well the team is suited to perform the Statement of Work. In addition, the Government will consider potential quality or service shortfalls as a result of:

- (1) Unrealistically low labor rates or other costs
- (2) Unbalanced distribution of uncompensated overtime among skill levels and its use in key technical positions.

(d) Past Performance.

(1) Past performance will be evaluated as an indicator of the offeror's expected future performance under this contract. The Government will perform a comparative assessment of the offeror's overall ability to satisfy its customers including (but not limited to) quality, schedule, cost control, and business relations. The contracting officer will consider all available information concerning the offeror's past performance whether contained in the proposal or not. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services. The Government will determine what past performance is relevant, and will not consider irrelevant past performance information.

(2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(3) *This paragraph applies only if the first two digits of the SIC Code of this solicitation are 22-31, 34, 36-39, 41, 42, 44, 46-49, 70, 73, 75, 76, 80, 82, 87, or 89. Also, it does not apply if the solicitation is conducted under the 8(a) program, or is a set aside for a small business concerns.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. The Government may consider, (a) the extent to which SDB concerns are specifically identified, (b) the extent of commitment to use SDB concerns; (c) the complexity and variety of the work SDB concerns are to perform; (d) the realism of the proposal; (e) past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and (f) the extent of participation of SDB concerns in terms of the value of the total acquisition.

(e) Facilities. The Government will evaluate the proposed facilities to determine how adequate the prime (and any subcontractor) facilities are for performing the Statement of Work.

(f) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

Sample
Data Item Description (DID) Listing

No	DID Number	DID Title	Distribution Code
1	DI-CMAN-80225A	Ordnance Alteration (ORDALT) Instructions	D
2	DI-CMAN-80639C	Engineering Change Proposal	D
3	DI-CMAN-80642C	Notice of Revision	D
4	DI-DRPR-80651	Engineering Drawings	D
5	DI-DRPR-81000A	Product Drawings & Associated Lists	D
6	DI-IPSC-80942	Computer Software Systems Document	D
7	DI-IPSC-81435A	Software Design Description	D
8	DI-IPSC-81438A	Software Test Plan	D
9	DI-IPSC-81439A	Software Test Description	D
10	DI-IPSC-81440A	Software Test Report	D
11	DI-IPSC-81442A	Software Version Description	D
12	DI-MGMT-80508	Technical Report-Study/Services	D
13	DI-MCCR-80700	Computer Software Product End Items	D
14	DI-MGMT-80368	Status Report	D
15	DI-MGMT-81232	System Trouble Report	D
16	DI-MISC-81356	Certificate of Compliance	D
17	DI-NDTI-80566	Test Plan	D
18	DI-NDTI-80809B	Test/Inspection Reports	D
19	DI-REL-81315	Failure Analysis & Corrective Action Report	D
20	DI-RELI-80255	Failure Summary and Analysis Report	D
21	DI-DRPR-81002A	Developmental Design Drawings & Associated Lists	D

STATEMENT OF WORK

1.0 BACKGROUND:

The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT), Newport, Rhode Island is the Navy's principal laboratory for research, development, test, and evaluation center for submarine warfare and submarine weapon systems. This Statement of Work (SOW) provides support for the completion of assigned tasks within the Weapons Systems Directorate (Code 80) of NUWCDIVNPT as they relate to torpedo systems. The requirement is for engineering and technical services to develop, test/evaluate, implement, and maintain hardware and software for Torpedoes and Torpedo support systems.

Specifically, these services will cover engineering services for: system effectiveness and performance analysis; development and test of torpedo operational software; development of software models and tools; and to design, implement, and test hardware and software modifications to torpedo and weapons systems and support equipment.

2.0 SCOPE:

The contractor shall provide services for:

- System Engineering, Software Engineering, and Engineering Analysis in support of torpedo and torpedo support equipment
- Design and Development of Torpedo Operational Software
- Design and Development of Torpedo Hardware
- Installation and Integration of Hardware/Software
- Analysis, Test Engineering, and Prototype Fabrication, to recommend solutions to technical problems
- Limited production support
- Maintenance of torpedo equipment, documentation, and procedures

3.0 Applicable Documents.

It is the government's expressed intent and stated purpose that strict adherence to detailed military specifications and standards be minimized while still achieving program technical performance standards and requirements. The contractor's use of non-development items (NDI) and commercial off the shelf (COTS) items is fully encouraged to alleviate the application of format government standards and specifications when ever possible. The following documents apply to the requirement of this Statement of Work.

3.1 MK48 ADCAP Configuration Management Plan, Revision A

3.2 MK48 ADCAP Software Development Plan

3.3 MK48 ADCAP Software Maintenance Plan

3.4 IEEE 12207.x Standards

3.5 XWS 20880 and 20880-1

3.6 Torpedo Software Requirements, Specifications, Descriptions, Design, Control, Plans, Operations, Test and Build Procedures, Installation, Manuals, Folders, and other documents related to Torpedo Software as identified in the GFI section

3.7 Torpedo Hardware C2a, B1, and B2 Specifications

- 3.8 Torpedo Test Equipment B1 Specifications and Operating Procedures
- 3.9 Government Facility Plans and Policies
- 3.10 Submarine Atmospheric Control Manual
- 3.11 NUWCDIVNPT Instructions

4.0 REQUIREMENTS: Specific tasks shall be defined by individual Task Orders to be placed against this contract by the Contracting Officer. The tasks shall be accomplished within the scope of the Basic Tasks specified below.

4.1 TASK A:

The contractor shall analyze performance of torpedo weapon systems for the purpose of evaluating weapon performance, reliability and maintainability, in accordance with weapon requirements.

Analyses will utilize recorded in-water and on shore torpedo data, recorded simulation data, recorded in-service support equipment data, historical performance data, specifications, to compare test results to weapon specifications, performance prediction models, and previous system characteristics to establish trends and identify anomalies to identify and determine the cause and solutions for performance anomalies.

The contractor shall use Engineering Change Proposals (ECPs) and System Trouble Reports (STRs) in accordance with the Torpedo hardware, software, and system models, to recommend design modifications to improve effectiveness of weapons systems and support equipment.

4.2 TASK B:

Upon Government approval of submitted recommendations, and planned exploratory development block programs, the contractor shall synthesize, integrate, and test concepts for advanced signal processing, guidance, propulsion, warhead, exercise, air launch accessories, and fire control interfaces. The contractor shall upgrade and modify systems models and tools to incorporate new subsystem characteristics, evaluate system effectiveness and performance, and compare to baseline and revised weapon specifications.

The contractor shall design, fabricate prototypes and provide limited production support as necessary, test components and subsystems, integrate, test and evaluate them in weapon systems. In addition the contractor shall design and modify support equipment required to conduct in-water and on-shore tests, and update documentation.

4.3 TASK C:

Based on Government approval of the recommendation for software changes from 4.1, and results of components and subsystem evaluation from 4.2 the contractor shall develop algorithms, define and document specific software changes, incorporate changes into torpedo processors, and conduct software validations. The contractor shall update software validation hardware and software tools to validate system performance and required safety features. Software for the following torpedoes may be modified: MK48 Mod 5,6, and any future heavyweight Mod, MK50, and MK54; software for the heavyweight torpedo test equipment and support equipment may also be modified; software for the lightweight Automatic Test Equipment may also be modified.

4.4 TASK D:

The contractor shall upgrade and maintain Test and Support Equipment and other Torpedo Program developmental hardware, software, and documentation necessary to conduct Tasks A to C above.

4.5 TASK E:

The contractor shall evaluate the software and hardware designs from the various torpedo programs in order to implement the most robust hardware and software design across all torpedo programs. Using these designs, the contractor will develop changes according to Tasks A and B above.

5.0 PROGRESS REPORTS: The contractor shall submit monthly Progress Reports in accordance with CDRL items A001 and A002 for each Task Order.

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ADMINISTRATIVE ASSISTANT III	01314	AA3		X
<p><u>Education and Professional Experience:</u></p> <p>High school diploma with five (5) years experience. A Bachelors degree in Business/Finance may be substituted for two (2) years of professional experience.</p> <p><u>Expected Capabilities:</u></p> <p>Provides principal administrative support in an office, usually to a manager, and, in some cases, also to the subordinate staff of that manager. Maintains a close and highly responsive relationship to the day-to-day activities of the office. Works fairly independently, receiving a minimum of detailed guidance. Performs varied clerical, business, technical, and administrative duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office and program related documentation.</p> <p>Organizational structure the office supports is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc., and administrative controls are formal.</p> <p>Handles differing situations, problems, and deviations in the work of the office according to general instructions, priorities, duties, policies and program goals. May assist with special assignments. Duties include or are comparable to the following:</p> <p>Screens telephone calls, visitors, and incoming correspondence; personally responds to requests for information concerning office procedures; determines which requests should be handled by the Manager, appropriate staff member or other offices. May prepare and sign routine, nontechnical correspondence.</p> <p>Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings;</p> <p>Reviews outgoing materials and correspondence for internal consistency and conformance with established procedures; assures that proper clearances have been obtained, when needed;</p> <p>Collects information from the files or staff for routine inquiries on office program(s) or periodic reports. Refers nonroutine requests to manager or staff;</p> <p>Explains to subordinate staff requirements concerning office procedures. Coordinates personnel and administrative actions for the office and forwards for processing.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		7,000		

Requisition No. N66604-1038-011D

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ANALYST I		AN1		X

Bachelor's level degree in a technical or business related discipline with three (3) years professional experience in Systems Analysis. An MS degree in technical or business related discipline may be substituted for 2 years of professional experience.

- a. Experience in software analysis tools including MATLAB or other electronics/mechanical/systems specific applications.
- b. Experience in analysis of torpedo run performance both dynamic and acoustic.
- c. Experience in data logging and histogram generation.

[illegible]

Attachment #2

Requisition No. N66604-1038-011D

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ANALYST, COMPUTER SYSTEMS I		ANCS1		X

Associate's level degree in a technical field with five (5) years of professional experience in systems analysis.
A BS/BA degree in technical field may be substituted for 2 years of professional experience.

- Torpedo run data analysis for evaluation of performance or faults in embedded torpedo processors.
- Network analysis for performance optimization.
- Operating system and applications performance and fault analysis.

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[illegible]

10,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ANALYST, OPERATIONS II		ANO2		X

Education and Professional Experience:

Bachelor's level degree in an Engineering discipline, Physics or Mathematics and seven (7) years professional experience in operations research.

An MS degree may be substituted for one (1) year of professional experience.

Specialized Experience:

A total of 3 years of experience in at least 2 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- Risk mitigation related to production issues.
- Cost performance analysis of proposed torpedo systems/subsystems.
- Evaluation of complex engineering proposals in order to prioritize solutions

The professional and specialized experience requirements above may have been acquired simultaneously.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS:

10,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
DRAFTER II	29062	29062		X

Education and Professional Experience:

Technical School degree in Drafting, Illustrating or Graphic Arts with three (3) years work related experience.

Specialized Experience:

A total of 2 years of experience in at least 1 of the following areas is required:

- a. Mentor Graphics System and Application
- b. Orcad Application

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected Capabilities:

Prepares various drawings of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines and small or intricate details. Work requires use of most of the convention drafting techniques and a working knowledge of the terms and procedures of the occupation. Makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, source of information, and precedents to follow. Simple revisions to existing drawings may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches or specifications which clearly depict the desired product. Typical assignments include:

From a layout and manual references, prepares several views of a simple gear system. Obtains dimensions and tolerances from manuals and by measuring the layout.

Draws base and elevation views, sections, and details of structures; revises complete sets of roadway drawings; or prepares block maps, indicating water and sewage line locations.

Prepares and revises detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating transformer sizes, conduit locations and mountings.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 6,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
DRAFTER IV	29064	29064		X

Education and Professional Experience:

Technical School degree in Drafting, Illustrating or Graphic Arts with seven (7) years work related experience.

Specialized Experience:

A total of 5 years of experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Solid works application
- b. Mentor graphics system and application
- c. OrCad application
- d. Technical Data Packages (Drawings) MIL-DTL-31000A, ANSI Drawing Standards.

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected Capabilities:

Works closely with design originators, preparing drawings of unusual, complex, or original designs which require a high degree of precision. Performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. Assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawing produced. Exercises independent judgment in selecting and interpreting data based on a knowledge of the design intent. Although working primarily as a drafter, may occasionally interpret general designs prepared by others to complete minor details. May provide advice and guidance to lower level drafters or serve as coordinator and planner for large and complex drafting projects.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 6,000

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER I		E1		X

Education and Professional Experience:

Bachelor's level degree in an Engineering discipline with no required professional experience.

OFFEROR is to complete information below:

[illegible]

TOTAL MAN-HOURS:	4,000
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Requisition No. N66604-1038-011D

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, ACOUSTICAL II		EA2		X

[illegible]

Attachment #2

Requisition No. N66604-1038-011D

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, COMPUTER III		EC3		X

While each individual Computer Engineer III must only have experience in 3 of the 5 specialized experience areas, it is desirable that the proposed *team* of Computer Engineer IIIs covers all 5 areas.

[illegible]

Attachment #2

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, COMPUTER II		EC2		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in Computer, Electrical or Electronics Engineering or Mathematics with field of concentration in computer science with three (3) years of professional experience in computer design, software development or computer networks.</p> <p>A MS degree in the above discipline may be substituted for 2 years of professional experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of 1 year experience in at least 3 of the following areas is required:</p> <ol style="list-style-type: none"> Experience in distributed network real time processor algorithm design for mission critical systems. Experience in Ada, or C, or JAVA programming languages. Experience with case tools for signal processor (multiprocessor) and single processor for algorithm development and documentation. Experience with math lab, data probe and/or other data analysis software. Experience with software capability maturity model and its application at NUWCDIVNPT. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p>While each individual Computer Engineer II must only have experience in 3 of the 5 specialized experience areas, it is desirable that the proposed <i>team</i> of Computer Engineer IIs covers all 5 areas.</p>				
Offeror is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		15,000		

Requisition No. N66604-1038-011D

[illegible]

TOTAL MAN-HOURS:

40,000

Requisition No. N66604-1038-011D

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, ELECTRICAL/ELECTRONICS II		EE2		X

[illegible]

Attachment #2

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, MECHANICAL II		EM2		X

Education and Professional Experience:

Bachelor's level degree in Mechanical Engineering with three (3) years of professional experience.

A MS degree in the above discipline may be substituted for 2 years of professional experience.

Specialized Experience:

A total of 1 year of experience in at least 2 of the following areas is required:

- Experience in simulation based design for product development.
- Experience in vibration, shock, and noise control applicable to requirements defined in torpedo specifications.
- Experience in process and materials engineering applicable to torpedo structural and thermal requirements definition.
- Experience in torpedo propulsion systems and their mechanical design.
- Experience in design to cost and design to performance specifications associated with large scale weapon systems.

The professional and specialized experience requirements above may have been acquired simultaneously.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS:

10,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, MECHANICAL III		EM3		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in Mechanical Engineering with seven (7) years of professional experience.</p> <p>A MS degree in the above discipline may be substituted for 2 years of professional experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of 4 years of experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> a. Experience in simulation based design for product development. b. Experience in vibration, shock, and noise control applicable to requirements defined in torpedo specifications. c. Experience in process and materials engineering applicable to torpedo structural and thermal requirements definition. d. Experience in torpedo propulsion systems and their mechanical design. e. Experience in design to cost and design to performance specifications associated with large scale weapon systems. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p>While each individual Mechanical Engineer III must only have experience in 3 of the 5 specialized experience areas, it is desirable that the proposed <i>team</i> of Mechanical Engineer IIIs covers all 5 areas</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		20,000		

Requisition No. N66604-1038-011D

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, SYSTEMS II		ESY2		X

While each individual Systems Engineer II must only have experience in 2 of the 5 specialized experience areas, it is desirable that the proposed *team* of Systems Engineer IIs covers all 5 areas

[illegible]

Attachment #2

Requisition No. N66604-1038-011D

[illegible]

TOTAL MAN-HOURS:	30,000
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Requisition No. N66604-1038-011D

Title and Level	SCA Category	eCraft Code	Key	Non-Key
LOGISTICIAN II		LOG2		X

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:	10,000
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Requisition No. N66604-1038-011D

[illegible]

TOTAL MAN-HOURS:	7,000
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Requisition No. N66604-1038-011D

Title and Level	SCA Category	eCraft Code	Key	Non-Key
SCIENTIST I		S1		X

The general professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:	4,000
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
SCIENTIST III		S3		X
<p><u>Education and General Professional Experience:</u></p> <p>Ph.D. in Mechanical, Electronics, Electrical, Computer or related Engineering Field, Math, Physics, Chemistry, or Computer Science with 10 years of professional experience in the above field.</p> <p>An MS in the above disciplines and an additional 2 years of professional experience will satisfy the educational requirement.</p> <p><u>Specialized Experience:</u></p> <p>A total of 8 years of experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> a. Experience in design and development of propulsion systems such as stored chemical, electrical, external combustion, and rocket which can be applicable to torpedoes. b. Experience in design and development of signal processing, tracking and target motion analysis for torpedo applications. c. Experience in materials and process engineering applicable to selection of torpedo structural and thermal requirements. d. Experience in design and development of real time embedded computer systems, either system design or software design. e. Experience in data acquisition, analysis, and fault isolation of complex systems. <p>The general professional and specialized experience requirements above may have been acquired simultaneously.</p> <p>While each individual Scientist III must only have experience in 3 of the 5 specialized experience areas, it is desirable that the proposed <i>team</i> of Scientist IIIs covers all 5 areas.</p>				
Offeror is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		40,000		

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICIAN, ENGINEERING V	29085	29085		X
<p><u>Education and Professional Experience:</u></p> <p>Associate's level degree in Mechanical Engineering, Engineering Technology, Physics or Mathematics with five (5) years work related experience in mechanical design, fabrication, assembly or testing.</p> <p><u>Specialized Experience:</u></p> <p>A total of 4 years of experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ol style="list-style-type: none"> Torpedo propulsion systems assembly, repair, and testing. Design and fabrication of parts or assemblies for military applications. Experience in materials characteristics applicable to component design. Experience is design and use of automatic test equipment. Experience in use of electronic and mechanical measurement systems. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p>While each individual Engin. Technician V must only have experience in 3 of the 5 specialized experience areas, it is desirable that the proposed <i>team</i> of Engin. Technician Vs covers all 5 areas</p> <p><u>Expected Capabilities:</u></p> <p>Develops and tests machinery and equipment. Reviews project instructions/blueprints to ascertain test specifications, procedures, objectives, equipment, nature of technical problems, and possible solutions. Devises, fabricates and assembles new or modified mechanical components or assemblies for products. Sets up and conducts tests of complete units and components under operational conditions. Analyzes indicated and calculated test results in relation to design or rated specifications and test objectives, and modifies or adjusts equipment to meet specifications and tests objectives, and modifies or adjusts equipment to meet specifications. Records test procedures, results, data and recommendations for changes.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		40,000		

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICIAN, ENGINEERING II	29082	29082		X
<p><u>Education and Professional Experience:</u></p> <p>High school/vocational school diploma or GED certificate with one (1) year work related experience in electrical/electronic systems.</p> <p><u>Specialized Experience:</u></p> <p>A total of 1 year of experience in 1 of the following areas is required:</p> <ol style="list-style-type: none"> Cable assembly, cable selection, cable repair, and cable testing. Experience is use of electronic measurement tools such as scopes, logic analyzers, etc. Experience is using automatic test equipment. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>Expected Capabilities:</u> Performs standardized or prescribed assignments, involving a sequence of related operations. Follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments; technical adequacy of routine work is reviewed on completion; non routine work may also be reviewed in process. Performs at this level one or a combination of such typical duties as:</p> <p>Following specific instructions, assembles or constructs simple or standard equipment or parts; may service or repair simple instruments or equipment.</p> <p>Conducts a variety of tests using established methods. Prepares test specimens, adjusts and operates equipment, and records test data, pointing out deviations resulting from equipment malfunction or observational errors.</p> <p>Extracts engineering data from various prescribed but non standardized sources; processes the data following well-defined methods including elementary algebra and geometry; presents the data in prescribed form.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		10,000		

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICIAN, ENGINEERING IV	29084	29084		X
<p><u>Education and Professional Experience:</u></p> <p>Technical school diploma with four (4) years work related experience in electrical/electronic systems.</p> <p><u>Specialized Experience:</u></p> <p>A total of 2 years of experience in at least 3 of the following areas is required:</p> <ol style="list-style-type: none"> Cable assembly, cable selection, cable repair, and cable testing. Experience is use of electronic measurement tools such as scopes, logic analyzers, etc. Experience using automatic test equipment. Experience in spectral analysis. Expertise in design and fabrication of parts or assemblies for military applications. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p>While each individual Engin. Technician IV must only have experience in 3 of the 5 specialized experience areas, it is desirable that the proposed <i>team</i> of Engin. Technician IVs covers all 5 areas</p> <p><u>Expected Capabilities:</u></p> <p>Performs non routine assignments of substantial variety and complexity, using operational precedents which are not fully applicable. Such assignments, which are typically parts of broader assignments, are screened to eliminate unusual design problems. May also plan such assignments. Receives technical advice from supervisory or engineer; work is reviewed for technical adequacy (or conformity with instructions). May be assisted by lower level technicians and have frequent contact with professionals and others within the establishment. Performs at this level one or a combination of such typical duties as:</p> <p>Develops or reviews designs by extracting and analyzing a variety of engineering data. Applies conventional engineering practices to develop, prepare, or recommend schematics, designs, specifications, electrical drawings and diagrams; hardware fittings or test equipment involving a variety of mechanisms; conventional piping systems; and building site layouts.</p> <p>Conducts tests or experiments requiring selection and adaptation or modification of a wide variety of critical test equipment and test procedures; sets up and operates equipment; records data, measures and records problems of significant complexity that sometimes require resolution at a higher level; and analyzes data and prepares test reports.</p> <p>Applies methods outlined by others to limited segments of research and development projects; constructs experimental or prototype models to meet engineering requirements; conducts tests or experiments and redesigns as necessary; and records and evaluates data and reports findings.</p>				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		30,000		

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1038-011D

Solicitation No. N66604-01-R-3311

Title and Level	SCA Category	eCraft Code	Key	Non-Key
WORD PROCESSOR III	01613	01613		X

Education and Professional Experience:

High School/Vocational School diploma or GED Certificate with two (2) years of work-related experience.

Specialized Experience:

A total of 2 years of experience in Microsoft Office (all applications) is required.

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected Capabilities:

Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions. Independently completes assignments and resolves problems.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS:

7,000

Department of Defense Contract Security Classification Specification <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>	1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">TOP SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>
--	--

2. THIS SPECIFICATION IS FOR: (x and complete as applicable) <input type="checkbox"/> a. PRIME CONTRACT NUMBER <input type="checkbox"/> b. SUBCONTRACT NUMBER <input checked="" type="checkbox"/> c. SOLICITATION OR OTHER NUMBER <div style="text-align: center;">N66604-1038-011D</div>		3. THIS SPECIFICATION IS: (x and complete as applicable) <input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases) <div style="text-align: right;">DATE (YYMMDD) 033101</div> <input type="checkbox"/> b. REVISED (Supersedes all previous specs) <div style="text-align: right;">REVISION NO. DATE (YYMMDD)</div> <input type="checkbox"/> c. FINAL (Complete item 5 in all cases) <div style="text-align: right;">DATE (YYMMDD)</div>	
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4. IS THIS A FOLLOW-ON CONTRACT? ☒ YES ☐ NO. If YES, complete the following:
 Classified material received or generated under N66604-97-D-1113/N66604-97-D-4882 (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? ☐ Yes ☒ NO. If Yes, complete the following:
 In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. Name, Address, And Zip Code THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON AWARD OF CONTRACT.	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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7. SUBCONTRACTOR

a. Name, Address, And Zip Code	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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8. ACTUAL PERFORMANCE

a. Location	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT
 PROVIDE ENGINEERING, SOFTWARE, AND ENGINEERING ANALYSIS FOR TORPEDO AND TORPEDO SUPPORT EQUIPMENT

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
A. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. RECEIVED CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. INTELLIGENCE INFORMATION:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	J. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	K. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	L. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☐ Through (Specify): NONE AUTHORIZED

Commander, Space and Naval Warfare Systems Command, (Code 00L), Arlington, VA 22245-5200

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review.

In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT WILL BE FORWARDED UPON REQUEST: OPNAVINST S5513.3B, ENCLOSURE (28.1) FUZES; OPNAVINST S5513.5B, ENCLOSURE (56) PROPULSOR, SUBMARINE; ENCLOSURE (71.1) MK 50 TORPEDO; ENCLOSURE (77.5) MK 48 ADVANCED CAPABILITY TORPEDO; ENCLOSURE (78) MK 46 TORPEDO; ENCLOSURE (92.1) MK 48 TORPEDO; ENCLOSURE (98) TORPEDO EXPLORATORY AND ADVANCED DEVELOPMENT PROGRAMS. PLEASE NOTE: OPNAVINST S5513.5B, ENCLOSURE (71.1) MAY NOT BE VIEWED BY ANY FOREIGN NATIONALS NOR MAY THE CONTRACTOR MAKE FURTHER DISSEMINATION OF THE DOCUMENT WITHOUT THE EXPRESSED APPROVAL OF THE PROGRAM EXECUTIVE OFFICE, UNDERSEA WARFARE, PMO40613, 2351 JEFFERSON DAVIS HIGHWAY, ARLINGTON, VA 22242-5160. 11D STORAGE TO ACCEPT AUTOMATIC TEST EQUIPMENT (50X40). CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICERS REPRESENTATIVE (COR) FOR APPLYING THE CORRECT DISTRIBUTION STATEMENT. PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST CLASSIFICATION FOR THIS CONTRACT IS TOP SECRET CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED OCT 16 1995. DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT): DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGIN DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10 YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORIES (IES). FOR OFFICIAL USE ONLY INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDING OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS OR BOOKCASES. DESTRUCTION WILL BE BY SAME MEANS AS CLASSIFIED INFORMATION (I. E., SHREDDING, BURNING ECT).

ESTIMATED COMPLETION DATE

COGNIZANT COTR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

02 JANUARY 2007

MICHAEL O'CONNOR, CODE 8121, (401) 832-1176

14. ADDITIONAL SECURITY REQUIREMENTS. REQUIREMENTS, IN ADDITION TO ISM REQUIREMENTS, ARE ESTABLISHED FOR THIS CONTRACT (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☐ YES ☒ NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐ YES ☒ NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

KIM N. HOLDER

b. TITLE

SECURITY SPECIALIST

c. TELEPHONE (INCLUDE AREA CODE)

(401) 832-1931

d. ADDRESS (Include Zip Code):

NAVAL UNDERSEA WARFARE CENTER DIVISION

1176 HOWELL STREET

NEWPORT, RI 02841-1708

e. SIGNATURE

Kim Holder

17. REQUIRED DISTRIBUTION

- ☒ a. CONTRACTOR
☐ b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATIVE CONTRACTING OFFICER
☐ f. OTHERS AS NECESSARY

JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport
Contract Administration Master Plan No. 94-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT OR
CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

Ref: (a) NAVSUPINST 4330.7 Service Contract Administration

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any delivery orders issued under the contract.

2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.

3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.

4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or delivery order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/delivery orders.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or delivery order.
- i. Provides a written evaluation of contractor performance, via the "Contractor Performance Evaluation Report", to the PCO.
- j. Reviews procurement request prepared by the procurement originator to ensure that it presents a clear description of work to be accomplished and data to be delivered; and reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

JA5 CERTIFICATE OF PERFORMANCE - CPFF TERM/T&M EFFORTS

CONTRACTOR _____ INVOICE NUMBER _____
CONTRACT NO. _____ DELIVERY ORDER NO. _____
PERFORMANCE PERIOD FROM _____ TO _____

<u>SLIN</u>	<u>LABOR CATEGORY</u>	<u>REGULAR HOURS</u>	<u>OVERTIME HOURS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Show prime and subcontractor hours; enclose overtime authorization letter.)

<u>TRAVEL DATES</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>MODE OF TRANSPORTATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

DESCRIPTION OF SERVICES: _____ PERCENTAGE OF COMPLETION: _____ %

(Describe services in terms of the Contract/Delivery Order Statement of Work and CDRL.)

CERTIFICATION. I hereby certify that to the best of my knowledge and belief, the above services were performed as stated above, and that all labor hours and all other costs are allowable and allocable to the Contract/Delivery Order.

SIGNATURE: _____

NAME: _____

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

ENDORSEMENT. I hereby certify that to the best of my knowledge and belief, the labor charges and other costs described above are appropriate and reflect the work accomplished by the contractor as required by the Contract/Delivery Order specified and that the services were performed satisfactorily.

SIGNATURE: _____

NAME: _____

CONTRACTING OFFICER'S REPRESENTATIVE

JA5A CERTIFICATE OF PERFORMANCE - CPFF COMPLETION EFFORTS

CONTRACTOR _____ INVOICE NUMBER _____
CONTRACT NO. _____ DELIVERY ORDER NO. _____
PERFORMANCE PERIOD FROM _____ TO _____

TOTAL LABOR HOURS

REGULAR HOURS

OVERTIME HOURS

(Show prime and subcontractor hours; enclose overtime authorization letter.)

<u>TRAVEL DATES</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>MODE OF TRANSPORTATION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DESCRIPTION OF SERVICES: _____ PERCENTAGE OF COMPLETION: _____ %

(Describe services in terms of the Contract/Delivery Order Statement of Work and CDRL.)

CERTIFICATION. I hereby certify that to the best of my knowledge and belief, the above services were performed as stated above, and that all labor hours and all other costs are allowable and allocable to the Contract/Delivery Order.

SIGNATURE: _____

NAME: _____

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

ENDORSEMENT. I hereby certify that to the best of my knowledge and belief, the labor charges and other costs described above are appropriate and reflect the work accomplished by the contractor as required by the Contract/Delivery Order specified and that the services were performed satisfactorily.

SIGNATURE: _____

NAME: _____

CONTRACTING OFFICER'S REPRESENTATIVE

GOVERNMENT PROPERTY MADE AVAILABLE

(a) The following are located at a NUWC facility or other Government Site as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

Laboratory equipment, including Automatic Test Equipment, Depot Factory Test Equipment, unique Test Equipment, and Computer Equipment within Code 81 facilities.

(b) The following GFE will be provided for contractor possession (use, not title):
To be specified in individual task orders.

(c) The following GFM will be provided for incorporation into end products:
To be specified in individual task orders.

GOVERNMENT FURNISHED INFORMATION(GFI). The following list identifies general requirements anticipated under the contract. Specific GFI requirements will be provided for individual task orders.

Adaption Database Build Procedures ENB. (Library#UH89ENB0002101)
MK 48 ADCAP Torpedo Software Configuration Management Plan, 1 July 1986
MK 48 ADCAP Torpedo Software Development Plan, 22 August 1986
MK 48 ADCAP Torpedo Software Maintenance Plan, 1 July 1986
MK 48 ADCAP Torpedo Software Validation Test Plan, 1 July 1986
MK48 ADCAP Torpedo Software Build Procedures, 8 August 1991
MK48 ADCAP Torpedo Software Quality Assurance Plan, 1 July 1986
MK 48 ADCAP Test Equipment B1 Specifications
Common Torpedo Software Development Plan
Common Torpedo Software Maintenance Plan
DFTE Top-Level Functional Descriptions (TLFDs)
DFTE Top-Level Sequencing Control Documents (TLSCDs)
Lightweight Hybrid Torpedo Operational Requirements Document
Lightweight Hybrid Torpedo Software Build Procedures
Lightweight Hybrid Torpedo Software Development Plan
Lightweight Hybrid Torpedo Software Validation Test Plan
Lightweight Hybrid Torpedo Test and Evaluation Master Plan
LTTDS TMIS Manual TW510-AA-PRO-050
MK 48 ADCAP Test Equipment Acceptance Test Procedures
MK 48 ADCAP/MODS Program Interface Design Specification
MK 48 ADCAP/MODS Program Performance Specifications (All CSCIs)
MK 48 ADCAP/MODS Weapon Specification
MK 54 Interface Design Specification (IDS)
MK 54 Program Design Specification (PDS)
MK 54 Program Performance Specification (PPS)
MK 54 Weapon Specifications (WS)
MK 660 ATE Software Generic Regression Test Plan, Revision E
MK48 ADCAP DFTE System Maintenance Plan (DFTE SMP)
NAVMAT-P-5241 Contractor Cost Data Reporting
Production PDU Documentation Package, G9EN.30-7257
Software Configuration Management Plan for the Lightweight Torpedo Program Software Support Activity
Tactical Data Processor Program Performance Specification No. 5585280-600 Vol 1-4
Test Equipment Test Description Documents (TDDs)
Test Equipment Test Instruction Documents (TIDs)
Test Equipment Test Requirement Documents (TRDs)
Torpedo MK 50 Program Performance Specifications (All CSCIs)

Torpedo MK46 Weapon Specification

Torpedo MK50 Interface Design Specification

Torpedo MK50 Weapon Specification (WS26373)

Warhead Analysis Handbook

Warhead Electronic System Program Performance Specification No. 6238781-600

XWS 20880A MK 48 ADCAP Weapon Specification

WAGE DETERMINATION NO: 94-2467 REV (18) AREA: RI STATEWIDE

WAGE DETERMINATION NO: **94-2467** REV (18) AREA: RI ,STATEWIDE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2467
Director Wage Determinations | Revision No.: 18
Date Of Last Revision: 09/18/2000

This wage determination applies to the entire state of RHODE ISLAND Excluding the cities and towns in PROVIDENCE county listed below:

PROVIDENCE County: Burrillville, Central Falls, Cumberland, Lincoln, North Smithfield, Pawtucket, Smithfield, and Woonsocket .

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.14
Accounting Clerk II	9.80
Accounting Clerk III	12.44
Accounting Clerk IV	13.21
Court Reporter	11.95
Dispatcher, Motor Vehicle	12.12
Document Preparation Clerk	10.64
Duplicating Machine Operator	10.47
Film/Tape Librarian	10.67
General Clerk I	7.95
General Clerk II	8.84
General Clerk III	10.64
General Clerk IV	12.54
Housing Referral Assistant	14.01
Key Entry Operator I	9.10
Key Entry Operator II	11.53
Messenger (Courier)	7.95
Order Clerk I	9.50
Order Clerk II	11.89
Personnel Assistant (Employment) I	7.67
Personnel Assistant (Employment) II	9.46
Personnel Assistant (Employment) III	11.12
Personnel Assistant (Employment) IV	13.54
Production Control Clerk	14.01
Rental Clerk	11.04
Scheduler, Maintenance	11.04
Secretary I	10.67
Secretary II	11.95
Secretary III	14.01
Secretary IV	16.10
Secretary V	19.70
Service Order Dispatcher	11.04
Stenographer I	9.48
Stenographer II	10.67
Supply Technician	13.10
Survey Worker (Interviewer)	11.95

Switchboard Operator- Receptionist	9.56
Test Examiner	11.28
Test Proctor	11.28
Travel Clerk I	9.13
Travel Clerk II	9.36
Travel Clerk III	9.82
Word Processor I	9.65
Word Processor II	11.30
Word Processor III	12.68
Automatic Data Processing Occupations	
Computer Data Librarian	10.25
Computer Operator I	10.25
Computer Operator II	11.47
Computer Operator III	14.41
Computer Operator IV	17.24
Computer Operator V	19.10
Computer Programmer I (1)	13.11
Computer Programmer II (1)	15.05
Computer Programmer III (1)	19.57
Computer Programmer IV (1)	23.55
Computer Systems Analyst I (1)	20.75
Computer Systems Analyst II (1)	24.00
Computer Systems Analyst III (1)	26.42
Peripheral Equipment Operator	10.25
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.31
Automotive Glass Installer	15.92
Automotive Worker	15.92
Electrician, Automotive	16.61
Mobile Equipment Servicer	14.71
Motor Equipment Metal Mechanic	17.31
Motor Equipment Metal Worker	15.92
Motor Vehicle Mechanic	17.31
Motor Vehicle Mechanic Helper	13.85
Motor Vehicle Upholstery Worker	15.22
Motor Vehicle Wrecker	15.92
Painter, Automotive	16.61
Radiator Repair Specialist	15.92
Tire Repairer	14.71
Transmission Repair Specialist	17.30
Food Preparation and Service Occupations	
Baker	10.34
Cook I	9.48
Cook II	10.34
Dishwasher	7.59
Food Service Worker	7.59
Meat Cutter	10.34
Waiter/ Waitress	7.06
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.45
Furniture Handler	12.34
Furniture Refinisher	16.45
Furniture Refinisher Helper	13.70
Furniture Repairer, Minor	15.07
Upholsterer	16.45
General Services and Support Occupations	
Cleaner, Vehicles	7.59
Elevator Operator	7.59
Gardener	9.48
House Keeping Aid I	7.02
House Keeping Aid II	7.67

Janitor	7.59
Laborer, Grounds Maintenance	8.06
Maid or Houseman	7.02
Pest Controller	12.17
Refuse Collector	7.59
Tractor Operator	9.02
Window Cleaner	8.06
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	8.71
Licensed Practical Nurse II	9.77
Licensed Practical Nurse III	10.93
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.54
Registered Nurse II	16.57
Registered Nurse II, Specialist	16.57
Registered Nurse III	20.05
Registered Nurse III, Anesthetist	20.05
Registered Nurse IV	24.02
Information and Arts Occupations	
Audiovisual Librarian	16.10
Exhibits Specialist I	13.56
Exhibits Specialist II	13.96
Exhibits Specialist III	17.09
Illustrator I	11.31
Illustrator II	17.62
Illustrator III	17.82
Librarian	19.70
Library Technician	11.95
Photographer I	11.31
Photographer II	13.30
Photographer III	17.62
Photographer IV	17.82
Photographer V	19.89
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.07
Counter Attendant	7.07
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.07
Presser, Hand	7.07
Presser, Machine, Drycleaning	7.07
Presser, Machine, Shirts	7.07
Presser, Machine, Wearing Apparel, Laundry	7.07
Sewing Machine Operator	9.43
Tailor	9.82
Washer, Machine	7.68
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.18
Tool and Die Maker	18.36
Material Handling and Packing Occupations	
Forklift Operator	12.21

Fuel Distribution System Operator	12.80
Material Coordinator	13.89
Material Expediter	13.89
Material Handling Laborer	10.17
Order Filler	8.38
Production Line Worker (Food Processing)	12.65
Shipping Packer	11.43
Shipping/Receiving Clerk	11.43
Stock Clerk (Shelf Stocker; Store Worker II)	11.43
Store Worker I	10.73
Tools and Parts Attendant	12.65
Warehouse Specialist	12.65
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.13
Aircraft Mechanic Helper	13.70
Aircraft Quality Control Inspector	17.80
Aircraft Servicer	15.07
Aircraft Worker	15.76
Appliance Mechanic	16.45
Bicycle Repairer	14.56
Cable Splicer	17.13
Carpenter, Maintenance	14.56
Carpet Layer	15.76
Electrician, Maintenance	17.81
Electronics Technician, Maintenance I	14.43
Electronics Technician, Maintenance II	15.00
Electronics Technician, Maintenance III	15.57
Fabric Worker	15.07
Fire Alarm System Mechanic	17.13
Fire Extinguisher Repairer	14.56
Fuel Distribution System Mechanic	17.13
General Maintenance Worker	15.76
Heating, Refrigeration and Air Conditioning Mechanic	17.13
Heavy Equipment Mechanic	17.13
Heavy Equipment Operator	17.13
Instrument Mechanic	17.13
Laborer	7.59
Locksmith	16.45
Machinery Maintenance Mechanic	16.79
Machinist, Maintenance	16.30
Maintenance Trades Helper	12.19
Millwright	17.13
Office Appliance Repairer	16.85
Painter, Aircraft	16.45
Painter, Maintenance	14.56
Pipefitter, Maintenance	16.79
Plumber, Maintenance	14.56
Pneudraulic Systems Mechanic	17.13
Rigger	17.13
Scale Mechanic	15.76
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.76
Telecommunication Mechanic I	17.13
Telecommunication Mechanic II	17.80
Telephone Lineman	17.13
Welder, Combination, Maintenance	16.79
Well Driller	17.13
Woodcraft Worker	17.13
Woodworker	14.56
Miscellaneous Occupations	
Animal Caretaker	6.66

Carnival Equipment Operator	9.02
Carnival Equipment Repairer	9.48
Carnival Worker	7.59
Cashier	8.88
Desk Clerk	7.37
Embalmer	19.12
Lifeguard	7.37
Mortician	19.12
Park Attendant (Aide)	9.27
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.37
Recreation Specialist	11.48
Recycling Worker	9.02
Sales Clerk	7.37
School Crossing Guard (Crosswalk Attendant)	7.59
Sport Official	7.37
Survey Party Chief (Chief of Party)	8.04
Surveying Aide	6.39
Surveying Technician (Instr. Person/Surveyor Asst./ Instr.)	8.52
Swimming Pool Operator	10.34
Vending Machine Attendant	9.02
Vending Machine Repairer	10.34
Vending Machine Repairer Helper	9.02
Personal Needs Occupations	
Child Care Attendant	7.37
Child Care Center Clerk	8.28
Chore Aid	7.02
Homemaker	11.48
Plant and System Operation Occupations	
Boiler Tender	17.13
Sewage Plant Operator	16.45
Stationary Engineer	17.13
Ventilation Equipment Tender	13.70
Water Treatment Plant Operator	16.45
Protective Service Occupations	
Alarm Monitor	9.32
Corrections Officer	17.69
Court Security Officer	18.24
Detention Officer	17.69
Firefighter	18.18
Guard I	7.02
Guard II	9.32
Police Officer	22.29
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.50
Hatch Tender	14.50
Line Handler	14.50
Stevedore I	13.89
Stevedore II	15.11
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	10.08
Archeological Technician II	11.27
Archeological Technician III	13.96
Cartographic Technician	13.96
Civil Engineering Technician	13.96
Computer Based Training (CBT) Specialist/ Instructor	20.75
Drafter I	10.04
Drafter II	13.07
Drafter III	13.56

Drafter IV	13.96
Engineering Technician I	11.16
Engineering Technician II	12.52
Engineering Technician III	14.02
Engineering Technician IV	17.35
Engineering Technician V	20.51
Engineering Technician VI	25.97
Environmental Technician	17.84
Flight Simulator/Instructor (Pilot)	24.00
Graphic Artist	20.75
Instructor	20.75
Laboratory Technician	24.71
Mathematical Technician	17.35
Paralegal/Legal Assistant I	12.89
Paralegal/Legal Assistant II	16.10
Paralegal/Legal Assistant III	17.27
Paralegal/Legal Assistant IV	20.91
Photooptics Technician	17.35
Technical Writer	22.91
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.41
Weather Observer, Senior (3)	15.05
Weather Observer, Upper Air (3)	14.41
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.06
Parking and Lot Attendant	7.89
Shuttle Bus Driver	9.53
Taxi Driver	11.96
Truckdriver, Heavy Truck	12.26
Truckdriver, Light Truck	9.53
Truckdriver, Medium Truck	9.90
Truckdriver, Tractor- Trailer	17.56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year : New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the

rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such

as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the

Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

JA8 PERSONNEL DATA FORM

NAME _____
PRESENT EMPLOYER _____ LOCATION _____
LABOR CATEGORY _____ YEARS PERTINENT EXPERIENCE _____
EDUCATION _____

Degree	Subject	Year	School
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SECURITY CLEARANCE _____ TRAINING _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

(Continue as necessary.)

JA10 COST SUMMARY SHEETRFP No. N66604-01-R-3311

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Interdivisional Transfers _____	\$ _____
* Travel and Subsistence _____	\$ _____
* Other Material _____	\$ _____
** Relocation _____	\$ _____
** Telephone _____	\$ _____
** Leases _____	\$ _____
** Royalties _____	\$ _____
** Equipment _____	\$ _____
** Parking _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
FY _____ FY _____ FY _____ FY _____	
Material Handling Rates: _____ % _____ % _____ % _____ %	\$ _____
Subtotal	\$ _____

LABOR

Labor costs (no Overtime Premium)	\$ _____
Overtime Premium	\$ _____
Effective date of Labor rates _____	
Annual Escalation Rate: _____ %	

INDIRECT COSTS	FY _____	FY _____	FY _____	FY _____	
*** Fringe Benefits	Rates: _____ %	_____ %	_____ %	_____ %	\$ _____
*** Overhead	Rates: _____ %	_____ %	_____ %	_____ %	\$ _____
*** Other Indirect	Rates: _____ %	_____ %	_____ %	_____ %	\$ _____
*** Gen. & Admin.	Rates: _____ %	_____ %	_____ %	_____ %	\$ _____

Annual Accounting Period begins: _____

Other _____	\$ _____
FCCM Treasury Rate: _____ %	\$ _____

Cost Total	\$ _____
Fee	\$ _____
CPFF Total	\$ _____

- * Estimates from provision entitled "Cost Proposal"
- ** See the clause in Section H entitled "Travel and Material Costs"
- *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate c/o Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.

